

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378767

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|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ATTICA HYDRAULIC EXCHANGE, INC. | | 03/31/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | NXT CAPITAL, LLC, AS AGENT | | |
| Street Address: | 191 North Wacker Drive, 30th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4808799 | BENCHMARK | |
| Registration Number: | 4800006 | BENCHMARK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637806 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312-863-7198 | | |
| Email: | nancy.brougher@goldbergkohn.com | | |
| Correspondent Name: | Nancy Brougher, Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 East Monroe Street, Suite 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 6492.006 | | |
| NAME OF SUBMITTER: | Nancy Brougher | | |
| SIGNATURE: | /njb/ | | |
| DATE SIGNED: | 03/31/2016 | | |
| Total Attachments: 5 | | | |
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SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDMENT (this "Amendment") to that certain Trademark Security Agreement dated as of November 6, 2012 (the "Trademark Security Agreement") made by Attica Hydraulic Exchange, Inc., a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent ("Agent") for the Lenders (as defined below) is dated as of March 31, 2016.

WHEREAS, Grantor, certain affiliates of Grantor, Agent and the Persons signatory thereto from time to time as lenders ("Lenders") are parties to that certain Amended and Restated Credit Agreement dated as of August 29, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Agent and Lenders;

WHEREAS, in connection with the Credit Agreement, the Grantor, certain affiliates of the Grantor, and Agent are parties to that certain Amended and Restated Guarantee and Collateral Agreement dated as of August 29, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent, for the benefit of Secured Parties, a security interest in substantially all of Grantor's assets, including, without limitation, all of its Trademarks (as defined in the Guarantee and Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of the New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Amendment. Schedule 1 to the Trademark Security Agreement is hereby amended to add each of the New Trademarks scheduled on Schedule 1 attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

ATTICA HYDRAULIC EXCHANGE, INC.

By: _____

Name: _____

Title: _____

Shirish Parekh
SHIRISH PAREKH
PRESIDENT & CEO

ACCEPTED AND ACKNOWLEDGED BY:

NXT CAPITAL, LLC, as Agent

By: _____

Name: _____

Title: _____

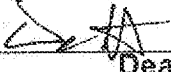
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

ATTICA HYDRAULIC EXCHANGE, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

NXT CAPITAL, LLC, as Agent

By:  _____
Name: **Dean Jeffe**
Title: **Managing Director**

SCHEDULE 1

US TRADEMARK REGISTRATIONS

| <u>Trademark Description</u> | <u>U.S. Registration No.</u> | <u>Date Registered</u> |
|------------------------------|------------------------------|------------------------|
| BENCHMARK | 4808799 | 09/08/15 |
| BENCHMARK | 4800006 | 08/25/15 |